

2056

COLLECTIVE AGREEMENT

BY AND BETWEEN

THE TOWNSHIP OF MONTGOMERY

AND

P.B.A. 130

EFFECTIVE JANUARY 1, 1991

THROUGH

DECEMBER 31, 1992

Prepared by: ELLEN O'CONNELL, ESQ.
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33 Washington Street
Newark, New Jersey 07102
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AGREEMENT

This Agreement made and entered into this day of September 1991, by and between the Township of Montgomery, New Jersey, hereinafter referred to as "the Township" and the P.B.A. Local #130, Montgomery Township Police, hereinafter referred to as "the P.B.A."

ARTICLE I

RECOGNITION

Section 1.

The Township recognizes the P.B.A. as the exclusive bargaining representative with respect to terms and conditions of employment for all sworn full-time nonprobationary police officers including any sergeants, but excluding any other superior officers and the Chief of Police.

Section 2.

The parties hereto further agree that this contract represents the complete and final understanding on all negotiable issues between the Township and the P.B.A.

ARTICLE II

MANAGEMENT'S RIGHTS AND RESPONSIBILITIES

The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law with respect to the management and direction of the Police Department, including but not limited to, the right to hire, promote, transfer, discharge, discipline and direct the members of the Montgomery Township Police Department.

ARTICLE III

NONDISCRIMINATION

The Township and the P.B.A. agree that there will be no discrimination against any employee because of sex, race, color, creed or national origin.

ARTICLE IV

GRIEVANCE PROCEDURE

1. Definitions: A grievance shall be defined as a complaint by an employee that, as to him or her, there has been an inequitable, improper or unjust application, interpretation or violation of this Agreement and/or general practices in effect in the Township of Montgomery.

2. Presentation of Grievances: In the presentation of grievance, the grievant shall have the right to present his or her own appeal or to designate a P.B.A. representative to appear with him. There shall be no loss of pay for the time spent in presenting the grievance by the grievant, through the grievance procedure.

3. Steps of Grievance Procedure: The following shall constitute the initial method for the resolving of grievances between the parties covered by this Agreement:

STEP 1: The grievant shall institute action under the provisions hereof in writing, signed, and delivered to the Chief of Police within ten (10) working days after he would reasonably be expected to know of the occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The Chief of Police shall render a decision, in writing, within ten (10) working days after receipt of the grievance.

STEP 2: In the event the Chief of Police fails to render a written decision within said ten (10) days or if satisfactory settlement has not been reached within said period, the grievant may, in writing, file his signed complaint with the Township Administrator within ten (10) working days following the determination in STEP 1. The Township Administrator, or his designee, shall render his decision within ten (10) working days after the receipt of the complaint. This decision shall be final in all cases except where a violation of this Agreement is alleged.

STEP 3: In the case of any alleged violation of this Agreement should the grievant be dissatisfied with the Township Administrator's decision, the grievant, with the approval of the P.B.A., shall have ten (10) working days in which to file a request for binding arbitration. The Arbitrator shall be chosen from a panel submitted by the Public Employees Relations Commission and selected in accordance with its procedure. However, no arbitration shall be scheduled sooner than thirty (30)

days after the final decision of the Township Administrator. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasons and conclusions of the issues submitted. The decision will be final and binding on all parties. The cost for the services of the arbitrator shall be borne equally by the Township and the P.B.A. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be borne equally. Time limits under this Article may only be changed by mutual agreement of the parties in writing.

ARTICLE V

ACCESS TO PERSONNEL FILES

Upon request and within three (3) working days of notice, the employee shall have an opportunity to review and examine his/her personnel file. The employer has the right to have such review and examination take place in the presence of a designated official. The employer shall honor the request of any employee for copies of documents in the file. Disciplinary materials shall be removed from an officer's personnel file after two (2) years if there has been no further disciplinary action during that time.

ARTICLE VI

SALARIES

Section 1.

The following shall be the schedule of salaries for the term of this Agreement. It is understood that the probationary officers are not part of the bargaining unit and that their rates are shown for information purposes only:

		<u>1991</u>	<u>1992</u>
1st year of service	Trainee	\$26,783.00	\$28,524.00
	Probationary	29,873.00	31,815.00
2nd year of service	Non-Degree	33,447.00	35,621.00
	Degree	36,980.00	39,384.00
3rd year of service	Non-Degree	35,865.00	38,197.00
	Degree	39,710.00	42,291.00

4th year	Non-Degree	38,494.00	40,996.00
of service	Degree	42,648.00	45,420.00
Sergeant		45,672.00	48,641.00

The degree differential existing as of December 31, 1990 of employees who have completed their fourth year of service by the effective date of this Agreement will be decreased by thirty-three and one-third (33 1/3%) percent. For all others, at the end of a non-degreed employee's fourth (4th) year of service with the Township, the degree differential existing at that time will be decreased by thirty-three and one-third (33 1/3%) percent. At the end of the sixth (6th) year of service with the Township, the remaining differential shall be decreased by fifty (50%) percent. At the end of the eighth (8th) year of service with the Township, the differential will be entirely eliminated.

Section 2.

An additional \$750.00 shall be added after the first year of service to the base salary of any officer who has been awarded an appropriate Mastere Degree as approved by the Public Safety Committee.

Section 3.

The Chief of Police, or his designee, may from time to time, temporarily assign, in writing, a member to the duties of a higher ranking position.

a. In cases where the duration of the temporary assignment is greater than two full shifts (14 working days), the member's salary will be adjusted on a pro rated amount of \$2,000.00 per year for the duration of the assignment, beginning with the fifteenth (15th) working day of the assignment.

b. In cases where the employer knows and pre-approves in writing the extended absence of a superior officer (at least four full shifts/28 working days), the person of lower rank assigned by the Chief to fill that position on a temporary basis will be paid the higher ranking position's equivalent pay from the time of his/her first day of working in the higher title. This term shall be effective January 1, 1991.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 1.

The normal work week for all members of this unit shall be an average of forty (40) hours per week. The normal work day for those members working on a regular shift basis shall be eight (8) hours per day.

Section 2.

Overtime worked, when directed by the Chief of Police, shall be paid at the rate of one and one-half times (1-1/2) the employee's regular hourly rate for each hour worked in excess of his regular schedule. In computing overtime compensation, the nearest one-fourth (1/4) hour shall be the smallest fraction of an hour to be counted.

Section 3.

Overtime pay shall also be paid to a member who works a regular shift for all hours worked on a scheduled day off.

Section 4.

Overtime will be scheduled so as to provide each member of the Department an equal opportunity to work such overtime.

Section 5.

Any appearance by a member of the Department in a civil case, which requirement arose out of the performance of his official duties on behalf of the Township, shall be paid straight time for such appearance if the appearance is required outside of his regular schedule.

Section 6.

Overtime rates shall not be paid for any overtime worked which is less than fifteen (15) minutes.

Section 7.

Effective as of July 1, 1991, any employee who is called into work outside of his/her regular schedule shall receive a minimum of two (2) hours at the overtime rate or the overtime actually worked, whichever is greater.

ARTICLE VIII

HOLIDAYS AND HOLIDAY PAY

All employees in the bargaining unit shall be eligible to receive a holiday allowance equal to eight (8) hours of pay at their straight time hourly rate for each of the fourteen (14) holidays listed below, which payment shall be in lieu of being granted any holiday with pay and which payment shall be made on the first payroll period following December 1st of each year. The holidays observed by the Township for this purpose shall be:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
July 4th
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Half-day Christmas Eve
Christmas Day
Half-day New Year's Eve

To qualify for a holiday allowance, an employee must be on the payroll on the date of the holiday's observance.

ARTICLE IX

VACATIONS

Section 1.

Except as provided below, all full-time employees in the bargaining unit shall be eligible on January 1st in each calendar year for vacation with pay on the following basis:

1. In the calendar year in which the employee is hired: one (1) day vacation for each month of completed service prior to July 1st up to a maximum of six (6) days.

2. Effective on January 1st of the calendar year following the year in which the employee is hired: one (1) day vacation for each month of completed service prior to July 1st up to a maximum of twelve (12) days. Should the employee leave the employ of the Township prior to July 1st

of that year, pay for vacation days taken which exceed the number of months worked shall be deducted from his final paycheck.

3. Thereafter up through five (5) years of consecutive service: twelve (12) days.

4. Six (6) through fifteen (15) years of consecutive service: seventeen (17) days, beginning in the calendar year in which the sixth (6th) anniversary of employment occurs.

5. Sixteen (16) years or more of consecutive service: twenty (20) days beginning in the calendar year in which the sixteenth (16th) anniversary of employment occurs.

6. No employee shall be entitled to take a vacation until the completion of six (6) months service.

Section 2.

Vacations for full-time employees in the bargaining unit shall be scheduled by the Chief of Police or his designee in the following manner:

1. For vacation requests submitted by April 15th, seniority will be the deciding criterion where conflicts exist in scheduling. Members will be advised of their approved vacation dates by April 30th.

2. For requests received after April 15th, vacation periods will be scheduled on a first-come/first-serve basis. In each case, the member making the request will be informed of approval or nonapproval within fifteen (15) days.

3. To ensure that vacation is scheduled during the year, members shall submit requests no later than September 15th. Requests received after that date will be scheduled strictly at the convenience of the Department. Members will be advised of approved dates by September 30th.

Section 3.

Except as provided in this Section, no more than seven (7) days of any accrued vacation not taken may be carried over to the following year. Should a vacation period which was approved prior to October 1st be cancelled by the Chief of Police because of the press of Departmental business, the Chief shall permit such vacation time to be carried into the following year.

ARTICLE X

FUNERAL LEAVE

All full-time regular employees will be allowed the following time off in the case of the death of: father, mother, grandfather, grandmother, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, from the day of death until the day of burial, inclusive. Exceptions to this rule may be made where the deceased is buried in another city and the employee would be unable to return in time for duty with the leave granted.

For uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, and aunt or uncle, the day of the burial only.

ARTICLE XI

SICK LEAVE

Section 1.

All full-time regular employees in the Unit may receive sick pay for up to twelve (12) working days per year earned at the rate of one (1) day per calendar month worked. There shall be no limit to the number of unused sick days which may be accumulated.

Section 2.

Any full-time regular employees in the Unit having worked six (6) months, but less than a full year, may receive an allowance of up to six (6) paid sick days.

Section 3.

Sick time allowance is granted only for employee's sickness or injury, not work related, and cannot be taken for any other reason.

Section 4.

When absent on sick leave for more than five (5) consecutive working days, an employee shall provide a certified statement from the employee's attending physician indicating what illness he was treated for and that s/he is fit to return to work.

Section 5.

The date on which an employee is appointed and starts work for the Township of Montgomery shall govern in determining sick leave benefits.

ARTICLE XII

ADMINISTRATIVE PERSONAL LEAVE

Section 1.

Employees covered under this Agreement shall be entitled to two (2) days of administrative personal leave of absence with pay in each calendar year. Such leave shall not accrue.

Section 2.

Requests for administrative personal leave must be approved forty-eight (48) hours in advance by the Chief of Police. Such leave may not be taken in conjunction with sick leave.

ARTICLE XIII

UNIFORM ALLOWANCE

Section 1.

The Township agrees to furnish to all employees covered by this Agreement all normal operational uniforms and equipment. The Township also agrees to replace all uniforms that are worn out or damaged beyond repair during the course of duty except that any uniforms that are damaged or destroyed due to the negligence of the officer shall be repaired or replaced at the officer's own expense.

Section 2.

Employees covered by this Agreement shall be paid \$225.00, representing reimbursement for clothing maintenance, during the period of January 1, 1991 through June 30, 1991.

Section 3.

Effective July 1, 1991, cleaning and routine repairs of clothing worn on duty by members of the bargaining unit will be provided by a service provided by the Township at no cost to the employee.

ARTICLE XIV

IN SERVICE TRAINING

Section 1.

The Township agrees, that, within budget limitations, the cost of police training courses, seminars, and conferences authorized by the Chief of Police, shall be borne by the Township.

Section 2.

In cases where an employee attends an authorized school, course or training session at the direction of the Chief of Police, the Township shall furnish the employee transportation between police headquarters and the location of the school, course or session. Since transportation may be furnished in kind or by case reimbursement, and if by case, the reimbursement shall be computed at the rate of \$.25 per mile for the most direct route. Transportation or compensation shall be so furnished only for trips actually made by the employee.

ARTICLE XV

PENSION AND HEALTH BENEFITS

The Township agrees to continue all pension and health benefits in effect on January 1, 1991 for the term of this Agreement.

ARTICLE XVI

COMPREHENSIVE HEALTH BENEFIT PLAN

The Township shall provide reimbursement of any actual expenditures by an employee on behalf of himself or his dependents for one or more of the following, provided that the expenditures are not eligible for reimbursement through insurance coverage:

1. Dental services
2. Optical services
3. Prescription drugs
4. Premium costs for dental and disability insurance

The maximum reimbursement for 1991 calendar year shall be \$400.00 and for the 1992 calendar year, \$550.00 per employee. Said reimbursement will be made in accordance with administrative procedures established by the Township.

The employees shall be allowed to carry over unused portions of their cafeteria plan allowance from year to year up to a maximum of \$1,000.00.

ARTICLE XVII

LONG TERM DISABILITY

Section 1.

Effective May 1, 1991, the employees shall be eligible to participate in the plan of Long Term Disability Insurance provided by the Township at no cost to the employee.

ARTICLE XVIII

DEFERRED COMPENSATION PLAN

Section 1.

Eligible employees may participate in the Deferred Compensation Plan provided by the Township.

Section 2.

Participation in the Deferred Compensation Plan may commence during the payroll period ending May 13, 1991, to the extent permissible by law and regulations.

Section 3.

If the Deferred Compensation Plan is declared illegal by a court of competent jurisdiction, the Township will provide a reasonably equivalent substitute plan.

Any grievance alleging that the substitute plan is not a reasonable equivalent shall be arbitrated by Dr. Joan Parker of Philadelphia, Pennsylvania, whose authority shall be limited to determining whether the plan is or is not reasonably equivalent; and whose authority is further limited to ordering the Township to pay the participating eligible employees the Township's matching contribution to which each employee would have been entitled based upon the employee's contribution at the time the Township ceased its matching contributions.

ARTICLE XIX

INSURANCE AND INDEMNIFICATION

The Township shall provide liability insurance coverage to employees covered under this Agreement and shall further indemnify and defend all such employees as provided by law.

ARTICLE XX

TIME OFF FOR P.B.A. CONVENTIONS

Section 1.

The Township agrees to grant the necessary time off to duly authorized representatives of the P.B.A. Local #130 in order to attend a State or National Convention as provided under N.J.S.A. 40A:14-177.

Section 2.

A duly authorized representative is defined to mean the delegate elected by members of the P.B.A. Local #130 to represent them, or either of two alternate delegates.

Section 3.

The P.B.A. shall furnish the Township, in writing, with the names of its duly authorized representatives.

ARTICLE XXI

NO STRIKE PLEDGE

Section 1.

The P.B.A. covenants and agrees that during the term of this Agreement neither the P.B.A. nor any person acting in its behalf or in behalf of the employees in this Unit, will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, of willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. Job action will be defined as job action taken by on-duty personnel

only. The P.B.A. agrees that such action would constitute a material breach of this Agreement.

Section 2.

In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participating in any such activity by any employee covered under the terms of the Agreement shall be deemed grounds for disciplinary action up to and including discharge subject to the rules and regulations promulgated by the Township Committee.

Section 3.

The P.B.A. will actively discourage and will take whatever affirmative steps necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Township.

Section 4.

Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the P.B.A. or its members.

ARTICLE XXII

Reduction in Force

1. Whenever there is a lack of work or lack of funds requiring a reduction in the number of employees in the Department, the required reductions shall be made on the basis of length of service with the Township in such job classification or classifications provided the remaining employees within a classification are qualified to perform the work. Such reductions in force shall be termed "lay-offs".

Where the reduction occurs in a higher classification, the member of that classification with the shortest length of service with the Township may "bump" downward into the classification with the next lower rate of pay, and shall receive compensation for that classification as set forth in Article VI of this agreement. The member of the lower classification with the shortest length of service will then be the first person laid-off. Further lay-offs in a higher classification will be accomplished using the same procedure.

Persons on leave when a reduction in force occurs, who are otherwise qualified to perform the duties of the classification in which the reduction occurs, shall maintain their relative positions in terms of length of service within that classification.

2. Recall: Permanent full-time employees will be recalled to work in the reverse order within job classification in which they were laid off by the employer provided the employee has the necessary skills, qualification and ability for the work available. Notice of recall will be made by telegram or certified mail to the employee's last home address of record. The employee must provide the Township with any address change while waiting for recall.

3. Within twenty-four (24) hours of receiving the notice of recall, the employee shall notify the Township if he/she intends to return to work, and shall actually return to work within fifteen (15) days after receipt of the notice of recall. Failure to respond as herein agreed shall result in loss of seniority, and the employee shall be considered to have voluntarily resigned.

4. No new employee shall be hired by the Township while there are employees on the recall list qualified to perform the duties of the vacant position, unless such employees on recall refuse to accept such employment. An employee recalled to a classification with a lower salary rate than his previous classification may refuse such position and remain eligible for recall. Recall rights shall terminate twelve (12) months from the date of lay-off.

ARTICLE XXIII

TERM OF THE AGREEMENT

This Agreement shall become effective as of January 1, 1991 and shall remain in full force and effect until December 31, 1992.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day of 1991.

ATTEST:

James M. Dancy
Clerk

ATTEST:

James M. Dancy

Joan Blessing
Mayor

New Jersey State Policeman's
Benevolent Association, Inc.
Local #130, Montgomery
Township Police, New Jersey

James M. Dancy PBA 130 Delegate
John P. Mitchell
George R. Cranston
Carl A. Vane